

**BONDURANT, MIXSON & ELMORE, LLP**

ATTORNEYS AT LAW

3900 ONE ATLANTIC CENTER

1201 WEST PEACHTREE STREET, N.W.

**ATLANTA, GEORGIA 30309-3417**

(404) 881-4100

TELECOPIER (404) 881-4111

EMMET J. BONDURANT

WRITER'S DIRECT DIAL NUMBER

(404) 881-4126

BONDURANT@BMELAW.COM

August 13, 2010

**BY HAND DELIVERY**

Mr. Edward L. White  
660 Peachtree Street, NE  
Atlanta, Georgia 30308

Dear Mr. White:

I represent Mr. Joe Patten, who asked that I respond on his behalf to your letter of August 11, 2010.

While Mr. Patten appreciates your concern for his medical condition, Mr. Patten has fully recovered from his recent stroke and has now returned to his apartment in the Fox Theatre, which has been his home for more than 30 years.

Mr. Patten's return to his apartment should have no impact on the Theatre or its staff, nor should you be concerned that Mr. Patten's "health has ... [or will] place an increasing burden on the Theatre staff." Mr. Patten neither expects nor requires any assistance from the Theatre staff, either now or in the future. If Mr. Patten should require assistance at some future time, Mr. Patten can make those arrangements for himself without burdening the Theatre or its staff.

Your letter suggests that "the original basis for the lease permitting [Mr. Patten] to live in the Theatre was for the security of the Fox." The Lease, however, states in paragraph 19.1 ("Security") (pp. 26-27) that "It is not the intent of this Lease to place upon Lessee [*i.e.*, Mr. Patten] any legal obligation in respect to the subject matter of this section 19.1."

You state in your letter that Mr. Patten's "medical condition precludes [him] from living alone." Again, you are mistaken. Mr. Patten has not been declared "totally and permanently disabled by three physicians" as required by Section 9.1(a) of the Lease, nor is Mr. Patten required by paragraph 4.1 of the Lease to live "alone." Likewise, Mr. Patten is under no obligation under the Lease to provide "written confirmation that [he can] live independently in [his] apartment," nor to acquiesce in your demand that he allow his "physician speak to [you]." Mr. Patten's medical condition is a personal matter between Mr. Patten and his physician.

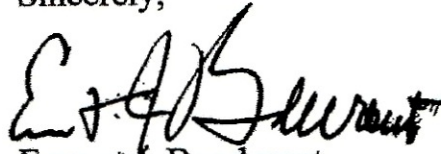
Although you may sincerely believe that Mr. Patten should "move forward in acquiring an assisted living facility," that is not for you to decide. It is a personal decision for Mr. Patten. The Fox has been Mr. Patten's home for over 30 years. Mr. Patten has neither the need, the intention, nor the desire to leave his home and move into an assisted living facility.

I also feel compelled to respond to your statement that it might be "regrettably necessary to exercise paragraph 9.1(b) of the Lease in order to protect [Mr. Patten's] health and the Fox Theatre's security." Neither Mr. Patten's health, nor the security of the Fox is in any jeopardy as a result of Mr. Patten's return to his apartment at the Fox. Given Mr. Patten's long years of service and his devotion to the Fox, I would hope that you will not attempt to expel Mr. Patten, a fellow trustee, from his apartment simply because the Fox has decided that it wants to "utilize the space for sorely needed expansion."

If, however, you intend to attempt to remove Mr. Patten by invoking the provisions of paragraph 9.1(b), I presume that you will give both Mr. Patten and me, as his attorney, the courtesy of reasonable notice in advance of any meeting of the Board of Trustees at which that subject is to be discussed, accompanied by an explanation of the factual basis for that request, and that Mr. Patten and I will be given the opportunity to appear before the full Board of Trustees to oppose any proposal to terminate his Lease and expel him from his apartment.

Finally, Mr. Patten has requested that all future communications be through me, as his attorney, rather than directly to Mr. Patten, his family or his physicians.

Sincerely,



Emmet J. Bondurant

EJB:cam

cc: Mr. Joe Patten  
Robert L. Foreman, Jr., Esq.